



# City of Selma Garbage Collection Re-Engineering Plan

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# City of Selma Garbage Collection Re-Engineering Plan

## Overview

### Development of Re-Engineering Plan

The process that was undertaken for development of this re-engineering plan is discussed in this document. The following can be found: Key considerations and Procedures for Set-up, Sign-up and Daily operations of this process.

### Proposed Contract

This document addresses the terms and conditions of the relationship of the City with the potential contractor for garbage collection.

### Attachments

There following attachments are included in this document: Revised Ordinance, Resolution: Delinquent Garbage Fee Contractor Payment Authorization, Property Owner Certified Letter, Resolution: Notice of Lien Authorization, Garbage Fee Delinquent Bill Letter, Garbage Fee Delinquent Payment Receipt, and Garbage Fee Financial Impact Model.





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City of Selma  
2021 Garbage Collection System Re-Engineering Plan



# DEVELOPMENT PLAN

## **KEY CONSIDERATIONS FOR GARBAGE COLLECTION PROCESS IMPROVEMENTS**

1. All occupied residences, both single family and multifamily within the city limits of Selma, AL must have a roll-out garbage can or garbage dumpster.
2. Multifamily residences with four (4) or more individual living units must have a garbage dumpster.
3. Contractor will provide the roll-out cans and dumpsters.
4. Property owners will pay collection fees monthly, quarterly, or annually.
5. Property owner has the right to retain garbage containers at their property(ies) whether occupied or not.
6. If the property owner decides to remove the garbage collection container from an unoccupied residence, they can request Contractor to pick up the container and they will no longer be billed for the container at that location.
7. If the property owner decides to retain the garbage collection container at an unoccupied residence, they will be responsible for ensuring the container remains empty and secured and will be billed for the container at that location.
8. In all instances, property owners are responsible for ensuring that the appropriate number and type of garbage receptacles are kept at each of their owned properties.
9. In the case of “new” single family or multi-occupancy units, property owners will be required to show proof of garbage sign-up before getting water and sewer services started.
10. Failure to pay the monthly garbage collection bill for more than fifteen (15) calendar days past the due date will result in a late payment notice to the property owner.
11. Failure to pay twenty (20) calendar days beyond the due date will result in a citation being issued to the property owner.
12. Failure to pay late bill and citation beyond thirty (30) calendar days of the due date will result in a lien being assessed against the real property to include a lien processing fee of \$100.00.

## PROCEDURE: SET UP

1. A Garbage Collection System committee shall be formed for the purpose of re-engineering the garbage collection system so that the system achieves the items in the **KEY CONSIDERATIONS FOR GARBAGE COLLECTION PROCESS IMPROVEMENTS** list above. The committee shall consist of representatives from the following executive departments: mayor, city attorney, city clerk, tax collector, code enforcement, and public works.
2. A series of meeting will be held to conceptualize and document the re-designed garbage system.
3. City Attorney will draft **Garbage Fee Collection Ordinance**. See **Attachment A**.
4. City Attorney will draft **Resolution: Delinquent Garbage Fees Contractor Payment and Customer Collection Authorization**). See **Attachment B**.
5. Tax and License will draft **Garbage Fee Delinquent Bill**. See **Attachment C**.
6. Tax and License will draft **Garbage Fee Delinquent Payment Receipt**. See **Attachment D**.
7. City Attorney will draft **Property Owner Certified Letter**. See **Attachment E**.
8. City Attorney will draft **Resolution: Notice of Lien Authorization**. See **Attachment F**.
9. Tax and License will develop a **Financial Impact Model and Reports** for re-engineered Garbage Collection System. See **Attachment G**.
10. When draft of the Garbage Collection System is completed, it will be shared with the following: a) CONTRACTOR management, b) City Council Public Works Committee, c) City Council, and d) public. The following shows sequence and goals:
  - A. CONTRACTOR Management: feedback on procedure and develop consensus on proposed management interface processes.
  - B. City Council Public Works Committee: feedback and educate on procedure, and review and consensus building on Ordinance, Contract, Resolutions, and budget considerations (e.g. service cost, fines, fees, liens).
  - C. City Council: feedback and education on procedure, review and consensus building of the Ordinance, Contract, Resolutions, and budget considerations (e.g. service cost, fines, fees, and liens).
  - D. Public: feedback and education on procedure and, cost/price, fines, fees, and liens.
    - i. Landlords (Single Family and Multifamily Property Owners)
    - ii. Single Family Property Owners and Tenants



11. The Garbage Collection System committee will complete the final version of the Garbage Collection System and present the same during two (2) consecutive city council meetings.
12. During the second consecutive city council meeting, the mayor shall present the Ordinance and Contract for vote consideration.
13. Tax and License shall coordinate efforts to identify delinquent property owners and tenants who have received garbage collection allowances by way of the Section 8 (Housing Choice Voucher) program.
14. Tenants who received the garbage collection allowance and did not apply the allowance towards garbage payments will be notified by the Selma Housing Authority that they are in violation of their agreement with the Authority and instructed to immediately contact the City of Selma Tax and License Department to arrange payments or be subjected to eviction for violation.
15. Property owners who received the garbage collection allowance and did not apply the allowance towards garbage payments will be notified by the Selma Housing Authority that they are in violation of their agreement with the Authority and instructed to immediately contact the City of Selma Tax and License Department to arrange payments or be subjected to removal from the program.
16. Tenants or property owners who received Housing Choice Voucher may pay currently delinquent fees, less 50%, within the first fifteen (15) calendar days following the city council approval of Ordinance directly to the City of Selma Tax and License Department.
17. Tenants or property owners who received Housing Choice Voucher may pay currently delinquent fees, less 25%, between sixteen (16) and twenty (20) calendar days following the city council approval of Ordinance.
18. Property owners who receive the Housing Choice Voucher, and neither set up a payment plan nor pay delinquent fees to the City of Selma within the first twenty (20) calendar days following the city council approval of Ordinance will be listed as delinquent and that list will be turned over to the Tax and License, City Attorney, City Clerk, Code Enforcement, and Housing Authority to initiate collection process that includes up to placement of a property lien on each residence where the garbage fee has not been paid.
19. Tenants who receive the Housing Choice Voucher, and neither set up a payment plan nor pay delinquent fees to the City of Selma within the first twenty (20) calendar days following the city council approval of Ordinance will be listed as delinquent and that list will be turned over to the Tax and License, City Attorney, City Clerk, Code Enforcement, and Housing Authority to initiate collection process that includes up to eviction.
20. Property owners who do not receive the Housing Choice Voucher, and neither set up a payment plan nor pay delinquent fees to the City of Selma within the first twenty (20)

calendar days following the city council approval of Ordinance will be listed as delinquent and that list will be turned over to the Tax and License, City Attorney, City Clerk, and Code Enforcement to initiate collection process that includes up to placement of a property lien on each residence where the garbage fee has not been paid.

21. Tenants who do not receive the Housing Choice Voucher, and neither set up a payment plan nor pay delinquent fees to the City of Selma within the first twenty (20) calendar days following the city council approval of Ordinance will be listed as delinquent and that list will be turned over to the Tax and License, City Attorney, City Clerk, Code Enforcement, and Magistrate to initiate collection process that includes issuing a citation to appear in court and a warrant issued upon failure to appear. If failure to appear in court occurs, then arrest warrant will be issued.

#### PROCEDURE: SIGN UP

1. Property Owner(s) desiring water and sewer service at the Selma Water and Sewer Board must first sign up for garbage service.
2. Property Owner(s) will obtain garbage service by enrolling with the garbage collection service provider/contractor.
3. Selma Water and Sewer Board prior to signing up a customer for water and sewer service shall receive a copy of verification that garbage collection service has been ordered.
4. Contractor will deliver a garbage container to the service location.
5. CONTRACTOR will forward to the Waste Management Coordinator located in the Code Enforcement Department proof of garbage service order.

#### PROCEDURE: DAILY PROCEDURE

1. Waste Accounts Coordinator contacts CONTRACTOR, hereinafter referred to as contractor, to obtain an electronic list of property owners with past due bill(s) every thirty (30) days (i.e., beginning of each month) and forwards a copy of the list to City Attorney and Tax and License Department. The list shall contain property owner name, address, telephone (primary and secondary), email address, delinquent property address, delinquency date, and delinquent amount.
2. Tax and License shall vet the list to ensure exemptions are not included and forward the same to the Finance Department and City Attorney.
3. Tax and License shall notify contractor of identified exemptions to ensure they are not included on future delinquent list.

4. City Attorney prepares Attachment B (Resolution: Delinquent Garbage Fees Contractor Payment and Customer Collection Authorization) containing currently delinquent garbage bills of all property owners that are in violation of the garbage ordinance. This resolution calls for authorization to pay Contractor all currently delinquent fees and to proceed with collections against all delinquent property owners.
5. Finance Department pays Contractor for all verified and validated currently delinquent bills.
6. Tax and License Department will initiate collections of currently delinquent fees by issuing a late bill to include a late fee of \$10.00 per roll out cart or \$40.00 per dumpster.
7. If unpaid garbage bills that were listed in Resolution: Delinquent Garbage Fees Contractor Payment and Customer Collection Authorization remain unpaid for twenty (20) calendar days, the City Attorney will present at next council meeting Attachment D (**Resolution:** Notice of Lien Authorization) with list of past due bills authorizing initiation of the lien process.
8. City Council approves Attachment D (**Resolution:** Notice of Lien Authorization) and City Attorney delivers approved resolution to the City Clerk.
9. City Clerk sends all delinquent property owners Attachment C (Property Owner **Certified Letter**) within 48 hours of city council approving the resolution.
10. Property Owner is given **twelve (12) calendar days** to either provide written notification the City Clerk of their intent to satisfy the delinquent bill within ten (10) calendar days and/or to pay the delinquent bill in full.
11. Property Owner must pay delinquent bill at the Tax and License Department.
12. Tax and License Department, daily, shall submit the names of all Property Owners who have paid their delinquent bill to City Clerk, Waste Account Coordinator, and City Attorney.
13. Tax and License Department will submit collected funds to the Finance Department to be posted against the designated accounts daily.
14. If Property Owner does not pay bill within the calendar days' requirement, then the Clerk shall submit to the Waste Account Coordinator and City Attorney the updated list of the remaining Property Owners who have not paid in full.
15. City Attorney prepares updated Attachment B (**Resolution:** Delinquent Garbage Fee Contractor Payment Authorization) containing all currently delinquent garbage bills of all Property Owners that are in violation of the garbage ordinance. This resolution calls for authorization to issue liens to each registered Property Owner.

16. City Council approves resolution and City Attorney delivers approved resolution to the City Clerk, Code Enforcement, and Tax and License.
17. Property Owner is given ten (10) calendar days to respond to the late bill notice by paying the bill and late fee in full.
18. Property Owner must pay currently delinquent bill and late fee at the Tax and License Department.
19. Tax and License Department, on a daily basis, shall submit the names of all Property Owners who have paid their delinquent bill to City Clerk, Waste Account Coordinator, and City Attorney.
20. Tax and License Department will submit collected funds to the Finance Department to be posted against the designated accounts daily.
21. If Property Owner does not pay bill and late fee, then the Clerk shall submit to the Waste Account Coordinator and City Attorney the updated list of the remaining Property Owners who have neither responded in writing nor paid.
22. City Clerk posts notice of lien on or near the City Council chamber door and other lawful places at least five (5) calendar days prior to City Council vote to authorize placing lien on property.
23. City Attorney shall present a Garbage Lien Report to the City Council for approval.
24. City Council approves Garbage Lien Report and City Attorney delivers approved Garbage Lien Report to the Tax and License, City Clerk, and Code Enforcement.
25. A lien instrument known as Attachment G (**Garbage Fee Financial Impact Model**) shall be prepared by Tax and License Department.
26. Tax and License shall file the Attachment G (**Garbage Fee Financial Impact Model**) in the Office of the Judge of Probate of Dallas County, Alabama.
27. Tax and License Department shall file and retain all liens.
28. City Clerk shall deliver cost of advertisements to Tax and License Department.
29. Tax and License Department shall collect full cost of lien removal. This will include: 1) delinquent bill, 2) citation amount, 3) lien filing and removal fee, 4) late fees, and 5) redemption fee.
30. Tax and License shall add the cost of the lien to the next regular bill for taxes levied against the property. The garbage lien shall be collected at the same time and in the same manner as ordinary municipal and ad valorem taxes.

31. If the garbage lien is not paid, the Tax and License Department shall proceed in the sale of the property in the same manner as liens resulting from delinquent/unpaid ad valorem taxes. Any and all costs associated with sales shall be included within the sale.

32. When the lien is satisfied, the redemption is applied to the account that is delinquent.

**ATTACHMENTS LIST FOR GARBAGE INITIATIVE-FY 2021**

Attachment A (**Ordinance**) - *CITY ATTORNEY*

Attachment B (**Resolution: Delinquent Garbage Fee Contractor Payment Authorization**) – *CITY ATTORNEY*

Attachment C (**Property Owner Certified Letter**) – *CITY CLERK*

Attachment D (**Resolution: Notice of Lien Authorization**) - *CITY ATTORNEY*

Attachment E (**Garbage Fee Delinquent Bill Letter**) - *CODE ENFORCEMENT/ TAX & LICENSE*

Attachment F (**Garbage Fee Delinquent Payment Receipt**) - *TAX & LICENSE*

Attachment G (**Garbage Fee Financial Impact Model**) – *TAX & LICENSE/FINANCE*

City of Selma  
2021 Garbage Collection System Re-Engineering Plan



# **SOLID WASTE COLLECTION & DISPOSAL AGREEMENT**

## SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT (the "Agreement") is made and entered into on \_\_\_\_\_ (the "Effective Date"), by and between the **CITY OF SELMA, ALABAMA**, an Alabama municipal corporation (hereinafter called the "City") and **LIBERTY DISPOSAL INCORPORATED (LDI)**, a North Carolina Corporation (hereinafter called the "Contractor").

### WITNESSETH

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto from the other, and in consideration of the promises, agreements, and covenants made and set out herein, the parties do hereby promise, agree, and covenant with each other as follows:

1. **DEFINITIONS.** The following items and phrases shall have the meanings set forth below

**"ADEM"** shall mean the Alabama Department of Environmental Management, an agency of the State of Alabama, and any successor agency, including the EPA if it assumes compliance, monitoring and enforcement functions now delegated to ADEM.

**"Approved Containers"** shall mean, in connection with Household Waste other than Trash, a Roll-out Cart, and, in connection with Commercial Waste, either a Roll-out Cart or Commercial Container.

**"City"** shall mean the City of Selma, Alabama, an Alabama municipal corporation.

**"Collection Area"** shall mean the areas inside the incorporated limits of the City.

**"Commercial Locations"** shall mean and include all multifamily residences, businesses, industries, and all Solid Waste generators other than Property Owners.

**"Commercial Waste"** shall mean Garbage and Trash from Commercial Locations but specifically excluding Excluded Waste.

**"Commercial Container"** shall mean a six (6) cubic yard front load container used at a Commercial Location for the collection of Commercial Waste.

**"Containerized Waste Stream"** shall mean the waste stream deposited in Approved Containers.

**"Contract Year"** shall mean twelve (12) full calendar months from the Service Commencement Date and each full twelve (12) month period thereafter.

**"Contractor"** shall mean the company selected by the Contractor to provide the services outlined in this Agreement. For the purpose of this Agreement, the Contractor shall be Advanced Disposal Services Alabama, LLC.

**"Curb Side"** shall mean the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor, leading to the Commercial Location or Property Owner that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Approved Containers.

**"EPA"** shall mean the United States Environmental Protection Agency, or any successor agency.

**"Excluded Waste"** shall mean any Special Waste, automobiles, tires (unless and only to the extent disposal of the same is permitted under applicable Laws or the rules and regulations governing disposal at the Disposal Area), infectious waste, (including untreated medical waste, hospital waste, and dead poultry or other animals which do not pass federal and state regulations and Contractor's acceptance guidelines for treatment of infectious waste prior to disposal), radioactive, volatile, highly flammable, explosive or toxic waste materials, Hazardous Waste, any waste generated outside of the Collection Area, or any other waste excluded by any applicable federal, state or local law or regulations or excluded by any of the terms and conditions of any permits, licenses or approvals to which waste is subject at the Disposal Area.

**"Force Majeure"** shall mean any act, event or condition relied upon by Contractor as justification for delay in or excuse from performing any obligation or complying with any condition required of Contractor under this Agreement, which act, event or condition is beyond the reasonable control of Contractor or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, work slowdown, or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local court, administrative agency or governmental office or body (not a result of any act or omission on the part of Contractor); (iv) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required to operate (not a result of any act or omission on the part of Contractor); (v) the adoption or change (including a change in interpretation) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date hereof applicable to the Disposal Area, Contractor, or Contractor's affiliates, which should render operation uneconomic; or (vi) if Contractor is for any reason (not a result of any act or omission on the part of Contractor) delayed or barred by governmental or judicial action from collecting all or any part of the Fees, as may be from time to time adjusted, and any other payments that may become due and owing.



**"Garbage"** shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends, or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which may serve as breeding feeding material for flies and/or other germ-carrying insects, but excluding such materials as may be serviced by garbage grinders and handled as household sewage.

**"Gate Fees" or "Gate Rates"** shall mean the gate rates established for the disposal of Solid Waste at the Disposal Area.

**"Hazardous Waste"** shall mean all waste defined or characterized as hazardous waste or hazardous substances by the United States Environmental Protection Agency or any other agency pursuant to the federal Solid Waste Disposal Act (42 U.S.C. § 6901), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or, solely for the purposes of this Agreement, the Toxic Substances Control Act, and all future amendments to any of the foregoing, and all regulations promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time; and all waste defined or characterized as a hazardous waste or hazardous substances generated by facilities within such state; and any substance, waste or material determined at any time by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to wastes that are hazardous by reason of their pathological, explosive, radiological, reactive, corrosive, flammable and/or toxic characteristics, as well as asbestos and petroleum.

**"Household Waste"** shall mean Garbage and Trash from Property Owners but specifically excluding Excluded Waste.

**"Laws"** shall mean valid and applicable federal, state, and local statutes, ordinances, rules, regulations, orders, and decrees.

**"Multifamily Residence"** shall mean and include any building structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each unit of a multifamily residence shall be considered a separate residence unit for purposes of billing.

**"Property Owner" or "Residential"** shall mean and include a detached single-family structure designed or intended for occupancy by one (1), two (2), or three (3) family units excluding any multifamily residence.

**"Roll-out Cart"** shall mean a ninety-five (95) gallon plastic cart on wheels.

**"Service Commencement Date"** shall mean immediately upon execution of this Agreement.

**"Solid Waste"** shall mean any waste material (excluding any Excluded Waste) permitted

to be disposed of at the Disposal Area pursuant to any applicable federal, state, and local Laws or regulations and any of the terms and conditions of any permits, licenses and approvals governing disposal at the Disposal Area including, but without limitation, any garbage, rubbish, refuse and other discarded material.

**"Special Waste"** shall mean any waste which requires special or exceptional handling or contains an added element of expense or risk to dispose of (as determined by Contractor in its reasonable discretion) or requires approval from ADEM including, but without limitation, furniture, large appliances, any metal other than that which is typically found in household, commercial or municipal refuse, ashes, sludges, animal manure, residue from incineration, food processing wastes, dredging wastes, tires or asbestos.

**"Ton"** shall mean 2,000 pounds.

**"Trash"** shall mean non-putrescible Solid Waste consisting of paper, rags, cardboard, cartons, wood, furniture, rubber, plastics, glass, crockery, metal cans and similar materials. To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary Disposal Areas and that are defined in the Solid Waste Disposal Act, Code of Alabama 1975 § 22-27-1, et seq., as amended, shall have the respective meanings as defined in such act.

2. **SCOPE OF WORK.** As of the Service Commencement Date and subject to the terms and conditions of this Agreement, the City grants to the Contractor the exclusive right, franchise, and obligation to provide Solid Waste collection services to Property Owners and Businesses within the Collection Area. In accordance with the terms of this Agreement, the Contractor shall collect all Household Waste from each Property Owner in the Collection Area and shall collect all Commercial Waste from each Commercial Location in the City where the Contractor provides Commercial Waste collection services to such Commercial Location as of the date of this Agreement. The City agrees to use its best efforts to protect Contractor's rights under this Agreement. All such rights to provide Solid Waste collection services to Property Owners within the Collection Area shall be exclusive to the Contractor and no other person or entity except the Contractor, may offer or provide the Solid Waste collection services to Property Owners as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Solid Waste collection services contemplated hereby during the term hereof.
3. **TERM/TERMINATION.** Unless renewed as provided herein, the term of this Agreement shall be for an initial one (1) year period beginning on the Service Commencement Date, provided, however, that this Agreement may be canceled as provided for in *Section 22-27-5(a) Code of Alabama. 1975*, as amended, upon a finding by the Dallas County Health Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in the City.

4. **OPTION TO RENEW.** At the end of the initial twelve-month term of the Agreement it shall automatically renew for successive additional terms of twelve months for (2) years each, without limitation, unless canceled by either party. Either Party, shall provide written notice of said cancellation to the other party via certified mail at least ninety (90) days prior to the end of such initial or renewal term.
5. **COLLECTION SERVICE.** The Contractor shall collect and dispose of containerized Household Waste from each Property Owner in the Collection Area. Household Waste shall be collected by the Contractor at Curbside of such Property Owner from one Roll-out Cart once per week. The Contractor shall collect and dispose of containerized Commercial Waste from the applicable Roll-out Carts or Commercial Container at each Commercial Location in the Collection Area where the Contractor provides Commercial Waste collection services to such Commercial Locations, subject to location of the applicable container being located as agreed upon by the Contractor and Commercial Location's Owner, as of the date of this Agreement. Contractor shall be deemed to be in default of this Agreement in the event of failure or refusal to collect any such Household Waste or Commercial Waste from any Property Owner or Commercial Location. However, Contractor shall not be deemed in default because such Household Waste or Commercial Waste was not timely placed in an Approved Container at Curbside in accordance with this Agreement, or because Contractor was not provided with access to such Approved Container, the Property Owner, or the Commercial Location. Contractor has the right to refuse to collect all Excluded Waste.
6. **SPILLAGE AND LITTER:** The Contractor shall not litter the Collection Area in the process of making collections.
7. **APPROVED CONTAINERS.** Property Owners and Commercial Locations shall place all Household Waste or Commercial Waste in an Approved Container, Roll-out Cart or Commercial Container, as applicable.
8. **EXTRAORDINARY MATERIALS.** The Contractor shall have no obligation to collect or dispose of Excluded Waste or Special Waste. The rates set forth in this Agreement shall be for the collection of Household and Commercial Waste only, and the Contractor may reject any other non-conforming Solid Waste, whether loaded or unloaded.
9. **COLLECTION EQUIPMENT.** The Contractor shall have on hand at all times, in good working order, packer type equipment as shall permit the Contractor adequately and efficiently to perform its duties. The Contractor shall use the Contractor's best efforts to assist the City with the City's disposition of surplus solid waste collection.
  - 9.1 The City acknowledges and agrees, that it shall be the responsibility of the Property Owners of the Property Owners and Commercial Locations to safely use and safeguard the Approved Containers. Each such owner has the care, custody and control of any Approved Container furnished to the Property Owner or Commercial Location, and shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Approved

Container and for the cleanliness and safekeeping of such Approved Container. Contractor shall have the right to charge any Property Owner or Commercial Location for the cost of repair or replacement of any Approved Container, including delivery fees thereof, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Owners of Property Owners and Commercial Locations shall not overload any Approved Container (by weight or volume) and shall use them only for its intended purposes. Roll-out Carts used for collection of Household Waste and/or Commercial Waste, shall be numbered for inventory control purposes.

10. **ANSWERING SERVICE.** The Contractor shall, at its expense, maintain a telephone listed in the name in which it does business, and it shall provide reasonable answering service for those who need to contact it.
11. **CONTRACTOR'S RELATION TO THE CITY.** The Contractor shall be in no respect an agent, servant, or employee of the City. The Contractor shall be required to pay all federal, state, and local taxes, license taxes, Social Security taxes and taxes of any kind which may be chargeable against the labor, material, equipment, or other necessary items used in the performance of this Agreement.
12. **TITLE TO WASTE.** The Contractor shall have vested title to the Solid Waste collected pursuant to this Agreement, other than Excluded Waste or Special Wastes. Title to all Excluded Waste or Special Waste shall always remain with the generator thereof, and shall not pass to Contractor, whether loaded in its vehicles or unloaded.
13. **DISPOSAL.** The waste stream collected by the Contractor shall be hauled to and disposed at a transfer station. The Contractor is responsible for paying the Gate Fees at the transfer station.
14. **CHARGES AND RATES.** For the collection of Household Waste collected in accordance with this Agreement, the Contractor shall bill each Property Owner (and shall have the right to receive from each Property Owner) quarterly in advance an amount equal to \$20.00 per Property Owner per month during the first (1<sup>st</sup>) year of this Agreement and any adjustments permitted pursuant to the terms of this Agreement or otherwise agreed by the parties, for services rendered to the Property Owners and Commercial or Business properties. In the event that a Property Owner requests that the Contractor collect and dispose of Household Waste from the back door of a Property Owner, the Contractor shall bill each such Property Owner \$30.00 per Property Owner per month for such back door collection service. For the collection of Commercial Waste collected in accordance with this Agreement, the Contractor shall bill each Commercial Location (and shall have the right to receive from each Commercial Location) monthly an amount equal to \$4.00 per yard and/or \$40.00 per Commercial Container of Solid Waste collected from each Commercial Location, subject to any adjustments permitted pursuant to the terms of this Agreement or as otherwise agreed to by the parties.
  - 14.1 The Contractor shall bill the Business Owners and Property Owners monthly or quarterly and the City agrees to pay Business Owners' and/or Property Owners' defaulted invoices, once established and verified by the Contractor, with all necessary assistance and information from the Contractor.

- 14.2 City shall receive from the Contractor the right to collect from the defaulting Business Owners and Property Owners the underlying debt owed Contractor, title and interest included, as well as, such unpaid amounts including all late fees and other fees, then due and owed to the City. The City, when recovering payments made on behalf of defaulting Property Owners, may charge a late fee no less than ten dollars (\$10.00) per month or one and one-half percent (1.5%) of the unpaid balance for charges not paid when due, or whichever is greater. During the twelve-month term of this Agreement, the Contractor shall refund to the City \$ 2.00 per Property Owner and Commercial Location per quarter for each such Property Owner or Commercial Location that timely pays any and all amounts billed by the Contractor each quarter.
- 14.3 The City has previously adopted, and will maintain during the term of this Agreement, so long as it shall be lawful to do so, mandatory public participation requirements. The Contractor shall provide collection service to Property Owners in the City which are certified by the City to be exempt from the payment of solid waste collection fees under Alabama Laws pursuant to the exemption from such fees for individuals whose sole source of income is federal Social Security benefits. On each anniversary of the Service Commencement Date throughout the term of this Agreement, the City shall provide the Contractor with a list certified by the City of the Property Owners in the City exempt from payment of solid waste collection fees under Alabama Laws. Contractor agrees to provide solid waste collection service to a maximum of twelve hundred (1200) Property Owners located in the City for free pursuant to Alabama Laws. Billing and payment by the City shall apply equally to the provisions of Section 14.
- 14.4 The Contractor shall establish and identify a drop box or other location in the City for Property Owners and Businesses to use to deliver payments made by the Property Owners to the Contractor in accordance with the terms of this Agreement.
- 14.5 Prior to the Service Commencement Date and on or before each anniversary of the Service Commencement throughout the term of this Agreement, the City and the Contractor shall mutually conduct and agree upon a count of the number of Property Owners and Businesses the City that are served pursuant to the terms of this Agreement.
- 14.6 Throughout the term of this Agreement, the City and the Contractor agree that the Contractor shall provide Solid Waste collection services and related equipment to the City at no cost to the City for special events presented annually by the City. The City shall notify the Contractor at least twenty (20) calendar days in advance of each such event and coordinate with the Contractor the Solid Waste collection services and related equipment needed by the City for each such event.
15. **LOCATION.** Property Owners shall place all containerized Household Waste at the Curb Side, readily accessible to the Contractor's personnel and collection vehicles, prior

to the scheduled collection time. Businesses will locate Commercial Containers at a place to be determined in consultation with the Contractor, when possible.

16. **BILLING.** The Contractor shall bill each Property Owner quarterly in advance for services and each Commercial Location monthly in advance for services. Payment shall be due (a) no later than the 15th day of the first month of each quarter for each Property Owner that pays quarterly or (b) no later than the 15th day of each month for each Property Owner that pays monthly and for each Commercial Location. In the event that a Property Owner or Commercial Location elects to pay Contractor in advance for twelve (12) months of solid waste collection and disposal services, Contractor shall discount the amount due to Contractor by the then applicable one (1) month rate for solid waste collection and disposal services at such Property Owner or Commercial Location.
17. **CONTRACTOR'S PERSONNEL.** The City may request the dismissal or relocation of any employee of the Contractor, or Contractor, who is deficient or discourteous in the performance of their duties. The Contractor shall be an equal opportunity employer. No person shall be denied employment by the Contractor for any reason prohibited by law.
18. **STANDARD OF PERFORMANCE.** In the event the Contractor fails to comply with the provisions of this Agreement, except if such failure is due to an event of Force Majeure or due to the actions or inaction by the City, any owner or occupier of any Property Owner, Commercial Location, or their applicable officers, directors, employees, agents or representatives, or if there is a finding by the Dallas County Health Department and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in the City in accordance with Alabama Laws, then the following steps will be taken:
  - a. The City shall give the Contractor notice in writing and forwarded by Certified Mail, outlining any and all deficiencies or breaches of this Agreement. A thirty (30) day period will be given the Contractor to correct deficiencies and regain compliance with the contract to the satisfaction of the City and/or Dallas County Health Department acting reasonably.
  - b. In the event the deficiencies are not corrected within the thirty (30) day period as outlined in subparagraph (a) above, the City shall have the right to cancel and terminate this contract. As to whether the deficiencies as the term is used in subparagraph (a) exist and/or have been corrected is to be submitted to binding arbitration, the arbiter to be a certified American Arbitration Association individual, to selected upon the mutual consent of both parties.
19. **BANKRUPTCY.** It is agreed that if the Contractor files for bankruptcy, either voluntarily or involuntarily, ninety (90) days prior to such filing the City is to be given the right of first refusal to purchase the rolling stock, all materials and supplies necessary for continuance of the garbage collection and disposal service previously supplied by the contractor at a price of \$100,000.00 total, and may terminate this Agreement effective on the day and at the time the bankruptcy petition is filed.

20. **COMPLIANCE WITH LAWS.** The Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state, or local laws, rules and regulations regulating solid waste collection and disposal.
21. **SEVERABILITY.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, in whole or in part, the other provisions shall not be affected but shall remain in full force and effect until the expiration of this Agreement. All of the terms, provisions and conditions of this Agreement shall be deemed to be severable in nature.
22. **PERMITS AND LICENSES.** The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance to facilitate performance of this agreement and maintain same in full force and effect.
23. **PERFORMANCE BONDS.** The Contractor shall furnish to the City a Performance Bond for the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$500,000.00. It shall be executed by a surety company licensed to do business in the State of Alabama.
24. **WORKMEN'S COMPENSATION INSURANCE.** The Contractor shall provide and maintain during the life of the Agreement, Workmen's Compensation Insurance, in accordance with laws of the State of Alabama, for all its employees. A Certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.
25. **LIABILITY INSURANCE.** The Contractor shall provide and maintain during the life of the Agreement, General Comprehensive Liability Insurance Coverage in not less than the following amounts:

Public Liability: \$500,000 per person/ \$1,000,000 per each occurrence

Automotive Liability: \$1,000,000 bodily injury and property damage,  
combined single limit per claim

Property Damage: \$1,000,000 per each occurrence

Umbrella Liability: \$5,000,000 per each occurrence

to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under this Agreement, whether such operations be performed by itself or its employees. The policy or policies shall name the Contractor and City as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving sixty (60) days notice in writing. The aforesaid insurance shall be written by companies authorized to do business in Alabama.

26. **REGULATORY AND GOVERNMENTAL APPROVALS.** The City does hereby represent to the Contractor that it has held a public hearing concerning this Agreement in accordance with Section 22-27-48 of the Code of Alabama and the City has approved, ratified, and confirmed this Agreement. The City represents and warrants to the Contractor that it has taken all action required by it to approve this Agreement, including but without limitation, the following: (a) adopting, revising and/or updating, from time to time, the Solid Waste Management Plan for the City pursuant to Section 22-27-47 of the Code of Alabama, as amended from time to time, and (b) advertising and conducting any required public hearings. The City agrees to take such further action as may be required or requested by Contractor to approve this Agreement.
27. **EFFECTIVE DATE.** This Agreement shall become effective as of the Execution Date, and the Contractor shall begin collection of the solid wastes as covered herein as of the Service Commencement Date.
28. **HOLIDAYS.** Contractor may observe the same holidays as the City. If Contractor wishes to collect Solid Waste on days that the City observes a holiday, Contractor, at its option, may collect solid waste on observed holidays or reschedule holiday pick-up within the same week the holiday falls. The City and Contractor shall agree on the holiday pick-up schedule.
29. **INDEMNITIES.** The Contractor does hereby indemnify and hold the City harmless from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney fees incurred or caused solely by the negligent acts of Contractor during the term of this Agreement or any misrepresentation(s) by the Contractor or breach of this Agreement by Contractor, as well as any claims or causes of action, whether in contract or in tort or whether legal or equitable in nature, arising from, related to and/or concerning the execution and formation of this Agreement.  
The Contractor does hereby indemnify and hold harmless the City from all liens, claims, judgments, liability, causes of action, assessments, fines, or attorney fees incurred or caused by the negligent acts of the Contractor during the term of this Agreement or any misrepresentation(s) by the Contractor or breach of this Agreement by the Contractor, as well as any claims or causes of action, whether in contract or in tort or whether legal or equitable in nature, arising from, related to, and/or concerning the execution and formation of this Agreement.
30. **SOLID WASTE PLAN.** The City represents and warrants that: (a) this Agreement is in accordance with the Solid Waste Management Plan for the City, (b) notwithstanding anything in said plan to the contrary or any other resolution of the City, in the event the Alabama Department of Environmental Management shall determine that such Solid Waste Management Plan is inconsistent with this Agreement or otherwise defective, then the City does hereby prospectively amend its current Solid Waste Management Plan and this Agreement shall and does become a part of the Solid Waste Management Plan for the City, and (c) that the City will not amend its plan in any manner which is inconsistent with this Agreement without the prior written notice to the Contractor.



**31. REPRESENTATIONS.** The City makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement: (a) It has the power and authority to enter into the transaction contemplated by this Agreement and to fulfill and carry out its obligations hereunder; (b) The persons executing this Agreement on behalf of the City have been authorized, empowered, and directed to do so; (c) The execution and delivery of this Agreement on its part has been duly authorized by a resolution, duly adopted by the governing body, and by all other necessary actions; (d) The City is not obligated, contractually or in any other way whatsoever, to dispose of any Solid Waste with, to or for any public or private entity in accordance with the terms of this Agreement; (e) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound. This Agreement is in accordance with the Solid Waste Management Plan for the City; and (f) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation, or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is following all applicable federal, state, and local laws, rules, regulations, orders, ordinances, judgments permit, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement: (a) The Contractor is a corporation organized under the laws of the State of North Carolina, authorized to do business in the State of Alabama and has the power to enter into and to perform and observe the agreements and covenants contained in this Agreement; (b) The Contractor has the power to fulfill and carry out the provisions of this Agreement; and (c) The execution and delivery of this Agreement on the part of the Contractor have been authorized by all necessary corporate action.

**32. MISCELLANEOUS.**

- a. Notices. All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, telecopy, overnight courier or by registered or certified United States mail, return receipt requested, properly addressed as follows:

To the City:	City of Selma, Alabama P.O. Box 450 222 Broad Street Selma, AL 36702 <a href="mailto:MayorOffice@Selma-AL.gov">MayorOffice@Selma-AL.gov</a>
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To Contractor: Liberty Disposal Incorporated  
C/O Matt Brigance  
Box 1877  
Leland, NC 28451  
[M.Brigance@LDI89.com](mailto:M.Brigance@LDI89.com)

- Change of address of either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, as above provided, upon the third business day following the day on which such notice or other communication is deposited with a United States post office or branch post office or upon actual delivery, whichever first occurs.
- b. Attorney's Fees. If, as a result of a breach or default hereunder, either party hereto should employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant or agreement of such party contained in this Agreement, the breaching or defaulting party will, if the other party is successful in such efforts or if a final judgment for either is rendered by a court of competent jurisdiction, pay such other party reasonable attorney's fees and other reasonable expenses so incurred by the prevailing party.
  - c. Assignment. Neither party shall assign or transfer or permit the assignment or transfer of this Agreement or any rights hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
  - d. Force Majeure. In the event Contractor is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then the obligations of Contractor shall be suspended during the continuance of any inability so caused by the event of Force Majeure, but for no longer period. Contractor will, to the extent that it may lawfully do so, use its reasonable best efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreement and covenants hereunder; provided, however, that the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Contractor, and Contractor shall not be required to settle strikes, lockouts and other labor disputes by acceding to the demands of the opposing party or parties when such course is in its judgment against its best interests. Any time that Contractor intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, Contractor shall notify the City as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.
  - e. Independent Contractor No Agency. Contractor will act hereunder as an independent Contractor and not as an agent of the City. Similarly, the City is not an agent of Contractor and is not empowered or authorized to obligate Contractor in any way.
  - f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
  - g. Entire Agreement. This Agreement constitutes the entire understanding between the

City and Contractor, and cancels and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

- h. Survival. All obligations hereunder, for the payment of money or otherwise, shall survive the termination of this Agreement until satisfied, discharged or waived.
- i. Default; Remedies. Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and remains in default for a period of thirty (30) days after receiving written notice setting forth a detailed description of such default from any • other party, unless a longer period of time is required to cure such breach and the party breaching or defaulting shall have commenced to cure such breach within said thirty (30) day period and pursues diligently to completion thereof, any other party may, at its option: (i) terminate or suspend this Agreement as of any date which the said other party may select, provided said date is at least thirty (30) days after the end of the thirty (30) day period in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party, or (iii) have recourse to any other right or remedy to which it may be entitled by law or at equity, including, but not limited to, specific performance, injunction or the right to recover all damages or loss suffered as a result of such breach or default. The remedies hereunder are cumulative and not exclusive.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement as of the day and year first above written.

**CITY OF SELMA, ALABAMA,**  
***an Alabama municipal corporation***

WITNESS:

\_\_\_\_\_

By: James Perkins, Jr

Its: Mayor

WITNESS:

\_\_\_\_\_

Liberty Disposal, Inc. (LDI)

By: \_\_\_\_\_

Its: \_\_\_\_\_



## **GARBAGE EXEMPTIONS**

We will begin taking applications for the

**2022 GARBAGE EXEMPTIONS**

on **OCTOBER 1, 2021 through**

**DECEMBER 31, 2021**

**NO** applications will be taken after December 31, 2021

**NO** statements dated before October 1, 2021 will be accepted.



# Application for Mandatory Solid Waste Program Exemptions



Name:

*First Name*

*Middle Name*

*Last Name*

Spouse Name:

Address:

*Street*

*City and State*

*Zip Code*

SS#

I reside in the service area of the City of Selma garbage system. I hereby apply for exemption from participation in the service and/or payment of fees because of the following circumstances:

☐ My income is solely from SS Benefits (includes SSI) (Picture I.D. required)

☐ I was laid off from work on

*MM*

*DD*

*YY*

☐ Dwelling on 2<sup>nd</sup> property is unoccupied without water (Title 22-27-3)

☐ The 2<sup>nd</sup> house on my property is separate sleeping quarters only

☐ Other (As per Title 22-27-3-G) \_\_\_\_\_

Please list all members of your household

Name	Age	Occupation

My Email

My Phone

**\*I hereby certify that the above information is true and correct to the best of my knowledge and I hereby give permission for the City of Selma or its designee to investigate all the above information, including entering premises for the above purposes.**

Signature

Date of Signature

*MM*

*DD*

*YY*

☐

NOTE: It is a class "C" felony to falsely complete a written instrument required by a public office, according to Alabama Criminal Code 13-1-9-3.

# **ATTACHMENT A**

## **Ordinance**

**(Office of the City Attorney)**

## ORDINANCE

**OXXX-20/21**

AN ORDINANCE REGULATING GARBAGE, TRASH AND JUNK VEHICLES AND PROVIDING FOR MANDATORY PICKUP AND DISPOSAL OF RESIDENTIAL GARBAGE AND TO PROVIDE FOR PENALTIES FOR VIOLATION THEREOF IN THE CITY OF SELMA, ALABAMA

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA, ALBAMA that Ordinance No. 011-00/01A and Ordinance No. 0109-04/05, and Ordinance O112 – 12/13 codified as Chapter 13: Garbage and Trash of the Code of Ordinances be repealed and the same is amended to read as follows:**

Chapter 13 - GARBAGE AND TRASH<sup>[1]</sup>

**Footnotes:**

--- (1) ---

**Cross reference**— Burning refuse in streets, § 11-8 et seq.; removal of cut vegetation, § 14-67; littering, § 17-46; cleanliness of premises, § 14-65 et seq.; depositing refuse in cemeteries, § 7-9; depositing glass, etc., on streets, § 21-18.

**State Law reference**— Authority to regulate, Code of Ala. § 11-47-135.

ARTICLE I. - IN GENERAL<sup>[2]</sup>

**Footnotes:**

--- (2) ---

**Editor's note**— Ordinance No. O109-04/05, adopted Apr. 25, 2005, amended art. I, §§ 13-1—13-20, to read as herein set out. Former §§ 13-1—13-20 pertained to similar subject matter and derived from Ord. No. 011-00/01A, adopted Dec. 10, 2001; and Ord. No. 0103-03/04, adopted Oct. 16, 2003; Ord. **No. XXX-20/21, adopted MM. DD, 2021**

Sec. 13-1. - Definitions.

The following words and terms, when used in this chapter, shall have the meaning respectfully ascribed to them by this section, unless the context clearly indicates otherwise.

(a) *Cart* shall mean a watertight receptacle or container of substantial construction, obtained from the city and made of reinforced plastic, having a holding capacity of not less than ninety (95) gallons and equipped with a tight-fitting lid or cover with one (1) or more handles by which the same may be conveniently lifted or moved for the sole purpose of depositing garbage by the owner or occupant of the premises and collection by the city.

(b) *City* shall mean the Incorporated Municipality of Selma, Alabama, a political subdivision of the State of Alabama.

(c) *Construction and demolition debris* shall mean materials generally considered not to be water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt, roofing materials, pipe, gypsum, wallboard, and lumber, from construction or demolition project including rocks, soils, tree remains, trees (all diameters, and other vegetative matter which normally

results from land clearing operations).

(d) *Customer* shall mean any person or persons, firm, corporation, or association who shall place garbage, residential waste or yard trash for pickup and disposal by the City of Selma, Alabama for a fee.

(e) *Curbside* shall generally mean and refer to the area in the front of the premises and immediately behind the curb of the street; and where there is no curb of the street, that area in front of the premises nearest and most convenient to the traveled portion of the street, the use of which will not block, hinder, or obstruct vehicles, pedestrians or other traffic lawfully using the street or sidewalk. Where alleys are determined by the director to provide suitable access for garbage collection. "Curbside" shall also mean and refer to that area in the rear or side of the premises most convenient to the traveled portion of the street or alley, the use of which will not block, hinder, or obstruct vehicles or other traffic lawfully using such alley or street.

(f) *Family unit* shall mean a house, trailer, building, room, or a series of interconnected rooms, or any portion thereof, which is occupied by a family, as herein defined, as its home, residence, or sleeping place of any one (1) or more persons, whether permanently or transiently, including family units in all public housing facilities.

(g) *Multifamily residence (unit)* shall mean all apartments, trailer parks, condominiums, boardinghouses, or other multifamily residences containing four (4) or more residential family units under common ownership and adjoining property. A public housing project is considered a multifamily residence.

(h) *Director* shall mean the superintendent or head of the general service department of the city and/or his or her designated representative.

(i) *Garbage* shall mean and include all waste and discarded foods, animal and vegetable matter, and other putrescible waste matter, including food containers, drink containers, food cans and food packaging materials, but not including household sewage, livestock or poultry waste, hazardous waste or materials improperly disposed of or unprotected medical waste, dead animals, or the carcasses of deer or other large animals, ashes, trash, street or highway cleaning(s), abandon automobiles or appliances or industrial waste.

(j) *Premises* shall mean nonresidential premises, residential premises, family unit, or multifamily unit, or any other property, lot or establishment generating waste, trash, refuse, or garbage within the city.

(k) *Residential premises* shall mean a lot, property, or parcel upon which is located a family unit or a house, building or structure of any multiple or combination of the same wherein there exist no more than three (3) family units which generate waste trash, refuse and/or garbage.

(l) *Refuse* shall mean matter rejected as useless or worthless, rubbish, scum, leavings.

(m) *Trash* shall mean non putrescible solid wastes consisting of both combustible and noncombustible wastes, such as cardboard, tin cans, yard clippings, grass cuttings, leaves, tree limbs, wood, glass, bedding, crockery, metals and other non-putrescible solid wastes, substances, not included in the definition of "garbage" in subsection (i) of this section.

(n) *LDI* shall mean the initial authorized exclusive contractor, Liberty Disposal, Incorporated, or its agent, acting under an approved agreement or contract to collect and properly dispose of garbage in the



City of Selma, Alabama.

(o) *White goods* shall mean refrigerators, ranges, water heaters, freezers, and other large appliances.

(Ord. No. O109-04/05, 4-25-05; Ord. No. O112-12/13, 6-25-13)

Sec. 13-2. - Authority to promulgate rules and regulations.

The director of the Public Works department, code enforcement officer, litter control officer or his/her designated representative is authorized to promulgate and issue any rules, regulations, procedures and/or policies, not inconsistent with the provisions of this article, and in furtherance of and reasonably necessary to facilitate the administration and collection of garbage, refuse, trash, and other waste within the corporate limits of the city. Without limiting the generality of the foregoing, the director, code enforcement officer, litter control officer and/or his other designated representative is specifically authorized to place, post and/or affix notices to any premises, structure, or business within the corporate limits of the city in regard to the administration of municipal ordinances and departmental policies pertaining to garbage, refuse, litter, and/or trash collection, disposal and management.  
(Ord. No. O109-04/05, 4-25-05)

Sec. 13-3. - Garbage collection systems; mandatory participation.

(a) Generally. The purpose of this article and other sections of this Code is to implement a regulatory scheme to protect the health, safety, and welfare of the citizens of the city by, among other means, providing a system and procedure for depositing and collecting garbage within the corporate limits of the city so as to minimize the occurrence of disease, unsanitary and unsightly conditions, remove potential sources of disease and to promote a clean and healthy community.

(b) Mandatory public participation. A mandatory residential garbage collection, hauling and disposal service shall be conducted and performed within the city by an independent waste contractor in accordance with the terms of the exclusive contract with the city. It is mandatory for all residential premises, family units, occupants, or persons, etc., within the corporate limits of the city, and police jurisdiction thereof, to which municipal garbage collection services are made available to participate in and subscribe to the city's garbage system pursuant to the provisions of this article and pay to the city or its LDI such fees and charges for the same as are established herein.

(c) Exclusive contract. LDI, via agreement with the City of Selma, Alabama, shall have an exclusive contract to collect and dispose of residential garbage within the City of Selma, Alabama. No other commercial or private firm or company engaged in garbage collection within the corporate limits of the city shall collect and/or dispose of garbage from residential premises as herein defined, absent default of the contractor as defined in the exclusive agreement between the City and LDI.

(Ord. No. O109-04/05, 4-25-05; Ord. No. O112-12/13, 6-25-13)

#### Sec. 13-4. - Garbage receptacles, use, placement, etc.

(a) Mandatory use of city carts. The property owner(s) or occupants of every residential premises participating in the city's garbage collection system in accordance with the provisions of this article shall utilize only city garbage carts or containers as herein defined. Only city carts or containers, properly maintained and in good working order, may be utilized for garbage collection by the city's system. LDI will not collect garbage from any other type or kind of garbage container or receptacle, can, bag or box, etc. (nonconforming receptacles). The use or placement of any such nonconforming receptacles for collection of garbage by the city is unlawful and shall also constitute a public nuisance which may be abated in accordance with the law.

(b) Placement of carts. All Roll-out carts for collection, as defined in Section 13-1(a) and approved and authorized by LDI shall be placed at the curb or street line in a position that is readily accessible, not obstructed by any object within ten (10) feet in any direction, and convenient for speedy collection. If more than one (1) ninety-six (96) gallon garbage cart is provided, there shall be at least two (2) feet between carts. Carts for garbage pickup will be provided by LDI to persons living within the corporate limits and/or police jurisdiction of the City of Selma, Alabama. On scheduled pickup day, the garbage customer will be required to place the cart at the curbside the night before or prior to 6:00 a.m. on the morning of the scheduled garbage collection service. Carts at the curbside when emptied shall be removed from the curbside and shall not remain at the curb more than twenty-four (24) hours at the curbside after being serviced. After collection, the customer shall roll the cart back to the proper storage location near the residential building. Carts shall be stored by the customer at a reasonable distance from the rear or side of the residential building, not to exceed five (5) feet from the building's exterior wall. If the cart is damaged due to negligence of customers, abused, or lost, the customer shall be billed by LDI at replacement cost, invoiced by LDI for replacement or repair of the cart, due to increases in cost of production, cost may increase or decrease from year to year. It shall be unlawful and constitute a public nuisance for any person, firm, or corporation participating in the garbage collection system to allow or permit a garbage cart to remain at curbside or upon the city's right-of-way for a period of time exceeding twenty-four (24) hours after the scheduled time for garbage collection by the city for that area.

(c) Backdoor pickup. The owners or occupants of every residential premises participating in the city's mandatory garbage collection system may opt to have backdoor pickup at a fee negotiated by the contractor and City (administrative branch) and approved by the City Council. It shall be mandatory for customers with backdoor pickup to utilize only city garbage carts. The garbage carts shall be placed at locations on the premises to be determined by the Contractor for backdoor pickup services.

(d) Special assistance request. If a customer is physically incapacitated and is the only individual residing in the house and is unable to take the garbage cart to and from the curbside location, then the customer shall contact the Tax and License collector to proceed with a verification process of the special assistance request. If there are two (2) or more individuals living in the household, all individuals must proceed through the verification process and be determined to be physically incapacitated prior to the special assistance request being approved. Special assistance requests must be renewed and approved on an annual basis with the customer completing the verification process within the tax and license department.

(Ord. No. O109-04/05, 4-25-05)

#### Sec. 13-5. – Multifamily residence.

(a) LDI will not provide household curbside collection services to multifamily residences. A multifamily residence includes all apartments, trailer parks, condominiums, boarding houses, or other multifamily

residences containing four (4) or more residences under common ownership and adjoining property. A public housing project is considered a multifamily residence for purposes of this ordinance.

(b) Multifamily units. The owners, occupants and/or residents of all multifamily units as herein defined within the corporate limits of the city shall participate in and subscribe to the city's garbage collection system, which utilizes dumpster containers. A dumpster container shall be required for each multifamily residence of four (4) separate units or more. LDI will place such dumpster containers within reasonable proximity to said multifamily units in accordance with city ordinance and policies. The residents of such multifamily units shall place their own *household garbage only* in the dumpster containers for collection and disposal.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-6. - Unlawful opening, damaging etc., of garbage receptacles.

(a) It shall be unlawful for any person to remove, displace, damage, deface, or destroy any cart that is the property of LDI. It shall be unlawful for any person, including city employees, to sort out, remove or take for such person's own use any material deposited in a garbage cart.

(b) It shall be unlawful for any person to place burning material in a garbage receptacle or to set fire to anything in a garbage cart.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-7. – Notification of violation of this Ordinance; posting of notices.

After formal verification by an authorized City of Selma, Alabama representative or agent, of customer default of payment for collection and disposal services by LDI, the customer refuses to comply with any provision of this article, any other ordinance of the city, or policy of the department in regard to the collection, storage, handling of garbage, trash, or other refuse at such premises. Each customer found to be in violation of this Ordinance must be given written notice with seventy-two (72) hours of discovery of the violation.

(Ord. No. O109-04/05, 4-25-05; Ord. No. O112-12/13, 6-25-13)

Sec. 13-8. - Procedures for handling and management of garbage carts.

(a) As to all carts issued to customers for the collection of garbage, the following regulations shall apply:

(1) If the property owner or tenant, moves from one (1) location to another location within the garbage collection area, the cart shall remain on the premises and in the custody and care of the property owner for use by the new succeeding tenant or owner of the premises. Carts shall not be relocated to a new address and shall always remain on the premises.

(2) When service to any property owner, not tenant, is discontinued (and a move is not contemplated to a new collection area), it shall be the responsibility of the owner to contact LDI about the discontinuance. The cart will remain with the address of the real property.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-9. - Charges for collection from residences.

The rate per month per residence for curbside pickup, including premises within multifamily residences for dumpster pickup shall be established and set accordingly by the Selma City Council via ordinance or resolution.

(Ord. No. O109-04/05, 4-25-05; Ord. No. O101-05/06, § i, 11-28-05; Ord. No. O112-12/13, 6-25-13; Ord. No. O110-15/16, 4-26-16)

Sec. 13-10. - Reserved.

**Editor's note**— Ord. No. O110-15/16, adopted Apr. 26, 2016, deleted [§ 13-10](#) which pertained to deposit for garbage services and derived from Ord. No. O109-04/05, adopted Apr. 25, 2005.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-11. - City residential, trash collection system; placement and handling of trash.

(a) Generally, Pursuant to the authority of Alabama Code, the city has elected to provide, collection for residential, single, and multifamily units and commercial properties, trash collection services. The purpose of the trash collection system is to prevent the scattering of trash, to minimize the obstruction of storm water drains, to promote traffic safety, to facilitate the cleaning of the streets and to comply with the applicable state and federal regulations regarding solid waste disposal. The City of Selma, Alabama will provide such residential trash collection services on a weekly basis in accordance with the provisions hereof. Participation in the city's trash collection system is voluntary and provided without charge. However, that shall not authorize or permit the occupants of any premises within the city to unlawfully accumulate trash or other debris.

(b) The following rules are hereby established pertaining to the method of placement and handling of trash, as herein defined, on or near the street for pickup by the Public Works department.

(1) All trash shall not be bagged and shall be placed on the curbside in front of the premises on regular collection days only by the occupant thereof.

(2) Limbs, brush, shrubbery, and other wood items shall be cut into lengths not exceeding ten (10) feet and widths no larger than eight (8) inches in diameter. Said bundle shall be placed on the curbside in front of the premises on regular collection days only by the occupant.

(3) Large bulky trash items as required by subsection (1) above or being bundled as required by subsection (2) above may be placed on the curbside in front of the premises on regular collection days only by the occupant.

(4) The city will not collect on trash collection days containerized, bundled, or bulk items which do not meet the definition of trash, as defined herein, nor will the city collect on trash collection days containerized, bundled, or bulk items which contain any garbage, litter, sludge, liquids, toxic waste, or any other waste material not capable of being accepted for deposit in the trash inert landfill. The city will not pick up or collect trash that is not capable of being safely handled by city equipment. The city will not pick up or collect trash deposited or containerized except pursuant to the terms and conditions hereof.

(5) Trash cannot be deposited by the resident in city carts.

(6) Trash will be collected from vacant lots not contiguous and forming part of a residential premises.

(7) In any event in which the city determines trash placed upon the right-of-way constitutes a traffic hazard or other danger to public health, safety, or welfare, it may cause the same to be removed notwithstanding that the placement thereof was in violation of the provisions of the City Code; provided, however, that under such circumstances, the resident or other responsible person shall be billed by the city for such services, in addition to any fees, charges or fines applicable thereto.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-12. - Debris from construction, demolition, alteration, or repair; removal required.

(a) Every person engaging in the business of, or being hired for the purpose of, constructing, demolishing, remodeling, repairing, roofing, or altering any building or other structure within the city shall be responsible for any removal of any construction debris, concrete, lumber, roofing material, or any other waste material resulting from such activity from the site to a lawful disposal area.

(b) It shall be unlawful for any such person to deposit such waste material on the public streets or public areas of the city or leave the same for pickup and removal by the city.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-13. - Trash collection; disposal at inert landfill.

(a) All rubbish and trash collection shall be limited to one (1) truckload for each regular collection time. For all additional loads and any collection other than at the regular collection time, a fee of three hundred dollars (\$300.00) per load shall be due and payable to the City of Selma, Alabama. The property owner shall be liable for payment if the fee is not paid by the occupant of the property.

(b) Once an order to abate a nuisance (other than a grass and/or weeds nuisance) is issued by the city, the property owner shall be responsible for the removal and disposal of all trash, refuse, garbage, and litter. The owner must also demonstrate to the director of Public Works, or the code enforcement officer, written proof of the removal of rubbish, trash, refuse, garbage, and litter with photographic dated evidence and final disposition in a facility authorized to handle such material. If it is not abated, a lien will be placed on the property.

(Ord. No. O109-04/05, 4-25-05; Ord. No. O102-13/14, 7-22-14)

Sec. 13-14. - Exemptions for payment of garbage fees.

(a) Any household which verifies that its sole source of income is Social Security benefits, shall be granted exemption from any and all garbage fees as required in this article; provided, however, the household seeking to claim the exemption, on an annual basis, completes the necessary forms and presents proof of income to the City of Selma, Alabama's Tax Collector's office between the dates of

November 1 of the year ending prior to the year of exemption request and January 10 of the year for which the exemption is being requested. If the customer fails to present the necessary forms and proof of income within the herein stated dates then the customer's exemption request shall be approved but will not be retroactive.

(b) It shall be the responsibility of the exempt customer to report any and all changes, as they relate to household income, to the City of Selma, Alabama, as said changes may affect the granting of the exemption. Any and all persons who, in the process of requesting exemption under this article, intentionally make false statements, intentionally give invalid information or fail to report an increase in household income, shall be guilty of violating this section of this article, and upon conviction may be fined no less than fifty dollars (\$50.00) and no more than five hundred dollars (\$500.00). Furthermore, the violator of this section, upon conviction, may be sentenced to jail for a period not to exceed six (6) months and be required to pay court costs and make restitution to the city for the amount equal to the amount of record owed for garbage collection services.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-15. - Exception to section 13-3.

Exception. A person, household, business, industry, or any property owner may store, haul, and dispose of his or her own solid waste on his/her land or otherwise, provided such storage, haulage or disposal is accomplished, pursuant to a certificate of exception as provided in Code of Alabama § 22-27-3(g).

(Ord. No. O109-04/05, 4-25-05; Ord. No. O112-12/13, 6-25-13)

Sec. 13-16. - Prepayment discount.

Any property owner within the City of Selma, Alabama who participates in mandatory garbage collection and is identified as a customer shall be allowed to receive a discount for prepayment of garbage fees in advance; individuals or businesses shall be relieved of paying the twelfth month's garbage fee and receive a discount of the same for that month, if the garbage fee for the previous eleven (11) months are paid to the City of Selma, Alabama in advance and prepayment paid prior to the last day in the first month of the year in which the customer is requesting the discount.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-17. - Unlawful to litter.

(a) It shall be unlawful for any person to throw, cast or otherwise deposit or cause to be thrown, cast or otherwise deposited any paper, garbage, rubbish, containers (either glass, metal, or paper) or any other substance of any kind in or upon any curb, gutter, street, avenue, highway, tunnel, sidewalk, park, parkway, or lot, vacant or occupied.

(b) It shall be unlawful for any person to sweep or deposit in the public streets, curb lines, sidewalks or gutters any solid waste or any other material or article that would tend to impede the flow of water in the gutters or along the streets or sidewalks or that would tend to clog the storm drainage system or be an obstruction to traffic or pedestrians. Anyone found guilty of violation of this Section [13-17(a)]

and (b)], upon conviction may be fined no less than fifty dollars (\$50.00) and no more than five hundred dollars (\$500.00). Furthermore, the violator of this section, upon conviction, may be sentenced to jail for a period not to exceed six (6) months and be required to pay court costs and make restitution to the city for the amount equal to the amount of record owed for enforcement of this section.

(Ord. No. O109-04/05, 4-25-05)

Sec. 13-18. - Failure to participate as established.

Upon a Property Owner's failure to participate, the city shall opt to proceed as follows:

- (1) In accordance with Section 22-27-3(a) (2), Code of Alabama, the city may bring an appropriate civil action in circuit court to compel such participation and subscription to the residential and commercial garbage collection system.
- (2) In accordance with Section 22-27-7, Code of Alabama, the city may bring appropriate criminal charges against anyone who is in violation of this ordinance and refuses to participate and subscribe to the residential and commercial garbage collection system.

(Ord. No. O109-04/05, 4-25-05; Ord. No. O112-12/13, 6-25-13)

Sec. 13-19. - Penalties.

- (a) Any person or company violating any provision of this article or any rule or regulation made pursuant to this article, [except for [section 13-3](#), [13-14\(b\)](#), and [13-17\(a\) and \(b\)](#)], in which penalties are prescribed pursuant to subsection [13-19](#), shall be guilty of a misdemeanor and, upon conviction, shall be fined not less than fifty dollars (\$50.00) nor more than two hundred dollars (\$200.00), and if the violation or failure or refused to obey or comply with such provision of this article or such rule or regulation is a continuing one, each day's violation shall constitute a separate offense and shall be punished accordingly.
- (b) Any person or company violating [section 13-3](#), mandatory participation section, shall be guilty of a misdemeanor and, upon conviction, shall be fined two hundred dollars (\$200.00) for the first offense. Each separate and additional offense after the first offense shall be treated as separate offenses and be punishable, upon conviction, by a fine or two hundred dollars (\$200.00) for each offense.

(Ord. No. O109-04/05, 4-25-05; Ord. No. O114-04/05, § i, 9-12-05; Ord. No. O112-12/13, 6-25-13; Ord. No. O104-17/18, 12-12-17)

## ARTICLE II. - RESIDENTIAL AND COMMERCIAL SERVICE FEES

Sec. 13-20. - Rates and charges.

- (a) Established. There is hereby established, effective \_\_\_\_\_, a commercial garbage fee hereinafter set forth and which said fee shall begin \_\_\_\_\_, for all residential, commercial, industrial, apartment complexes and institutions requiring garbage collection.
- (b) Service charges. A service charge shall be charged to all residential, commercial businesses,

industrial [complexes], apartment complexes and institutions requiring trash collection in the City of Selma, Alabama, thereof for the collection, hauling and disposing of garbage as follows:

(1) Each premise, including residential, commercial, industrial, apartment complexes and institutions affected by this section shall pay a garbage collection fee of twenty dollars (\$20.00) per month for garbage service for one (1) Roll-out Cart(s) and an additional fee of eighteen dollars (\$18.00) per month for each additional ninety-six gallon (96) cart.

(2) Four-, five- six – and eight-cubic-yard containers and dumping, per week, via:

	4-Yard Dumpster	5-Yard Dumpster	6-Yard Dumpster	8-Yard Dumpster
<b>1 pickup and dumping</b>	\$5.00	\$6.00	\$7.00	\$8.00
<b>2 pickups and dumping</b>	\$8.00	\$10.00	\$12.00	\$13.00
<b>3 pickups and dumping</b>	\$11.00	\$14.00	\$17.00	\$18.00
<b>4 pickups and dumping</b>	\$14.00	\$18.00	\$22.00	\$23.00
<b>5 pickups and dumping</b>	\$17.00	\$22.00	\$27.00	\$28.00
<b>6 pickups and dumping</b>	\$20.00	\$26.00	\$32.00	\$33.00
<b>7 pickups and dumping</b>	\$23.00	\$30.00	\$37.00	\$38.00

**\*\*All Rates are Per Week\*\***

(c) Minimum Dumpster Requirements. The following min. dumpster requirements reflects one (1) pick-up per week and are subject to modifications based upon garbage volume produced by multifamily residence.

Units	Minimum Dumpster Requirements
<b>1-8</b>	One – 4-yard dumpster
<b>9-20</b>	One – 8-yard dumpster or Two: 4-yard dumpsters
<b>21-49</b>	Two – 8-yard dumpsters or Four: 4-yard dumpsters
<b>50+</b>	TBD

(d) Billing and payment. The Contractor shall bill each Property Owner quarterly in advance for services and each Commercial Location monthly in advance for services. Payment shall be due (1) no later than the 15th day of the first month of each quarter for each Property Owner that pays quarterly or (2) no later than the 15th day of each month for each Property Owner that pays monthly and for each Commercial Location. In the event that a Property Owner or Commercial Location elects to pay Contractor in advance for twelve (12) months of solid waste collection and disposal services, Contractor shall discount the amount due to Contractor by the then applicable one (1) month rate for solid waste collection and disposal services at such Property Owner or Commercial Location.



(e) Business premises. Business premises shall include all businesses, and private commercial collectors disposing of refuse in any sanitary inert landfill and shall pay the prevailing tipping fees.

(f) Responsibility for payment. The management or owners of said premises shall be under a duty jointly and/or severally to pay said service charges to LDI as herein provided.

(Ord. No. 02-8788, §§ 1—6, 11-9-87)

**Editor's note**— Ord. No. 02-8788, §§ 1—6, adopted Nov. 9, 1987, did not specifically amend the Code; hence, inclusion herein as [§ 13-21](#) has been at the discretion of the editor.

Secs. 13-21—13-50. - Reserved.

### ARTICLE III. - INERT LANDFILL REGULATIONS

Sec. 13-51. - Materials accepted at inert landfill.

In order to provide for the health and welfare of the citizens of the City of Selma, Alabama, the Selma, Alabama inert landfill will not accept household nor commercial garbage, liquid waste or hazardous toxic waste. This also includes oils, paints, insecticides, batteries, etc. Inert landfill will accept asbestos material per fee as long as it conforms to the rules and regulations set forth by the Alabama Department of Environmental Management and the City of Selma, Alabama.

(Ord. No. 026-02/03, § 1, 11-25-02)

Sec. 13-52. - Fees for use of inert landfill.

It is hereby established in the City of Selma, Alabama, fees to be paid to the City of Selma, Alabama for the use of the inert landfill for refuse disposal.

(a) Tipping fee for any refuse, including trash, debris, etc., delivered to the city's inert landfill for disposal shall be a minimum of ten dollars (\$10.00).

(b) A fee of ten dollars (\$10.00) shall be set as an amount to be paid to the City of Selma, Alabama per cubic yard of refuse delivered to inert landfill.

(c) A fee of ten dollars (\$10.00) shall be set as an amount to be paid to the City of Selma, Alabama per pick-up truck load of refuse delivered to inert landfill.

(d) A fee of fifteen dollars (\$15.00) shall be set as an amount to be paid to the City of Selma, Alabama per white good (stoves, refrigerators, dryers, washers, etc.) delivered to inert landfill.

(e) A fee of forty dollars (\$40.00) per ton shall be set as an amount to be paid to the City of Selma for non-friable asbestos delivered to inert landfill.

(f) A fee of fifteen dollars (\$15.00) per cubic yard shall be set as an amount to be paid to the City of Selma, Alabama for roofing and shingles delivered to inert landfill.

(Ord. No. 026-02/03, § 2, 11-25-02)

Sec. 13-53. - Right not to accept certain materials.

The City of Selma, Alabama reserves the right not to accept, at any time, materials that are hazardous in nature, tires, dead animals, and food/food containers.

(Ord. No. 026-02/03, § 3, 11-25-02)

Sec. 13-54. - Vehicle regulations.

All vehicles with their loads received by inert landfill must be covered and properly secured. All trucks must have a tailgate as a covering on the back to keep materials from falling off. Any vehicle deemed in violation of this provision will be subject to a twenty-dollar (\$20.00) surcharge.

(Ord. No. 026-02/03, § 4, 11-25-02)

Sec. 13-55. - Right to waive fees.

The city council of the City of Selma, Alabama shall have the right to waive any inert landfill fees after being recommended by the mayor for emergency purposes when presented to a quorum of the Selma, Alabama City Council and receiving a majority vote of the City Council.

(Ord. No. 026-02/03, § 5, 11-25-02)

Sec. 13-56. - Delivery of refuse.

Fees for the delivery of refuse shall be paid at the time of delivery unless the director of inert landfill or the City of Selma, Alabama authorizes statements to be billed to the person making said delivery at the close of each calendar month.

(Ord. No. 026-02/03, § 6, 11-25-02)

Secs. 13-57—13-59. - Reserved.

#### ARTICLE IV. - JUNK, LITTER, AND INOPERABLE VEHICLES

Sec. 13-60. - Title.

This article shall be entitled The Selma, Alabama “Junk, Litter, and Inoperable Vehicles” Ordinance.

(Ord. No. 0112-03/04, § 1, 4-26-04)

Sec. 13-61. - Definitions.

For the purposes of this article, the following terms are defined as hereinafter set forth, to-wit:  
*Approved, enclosed, covered structure* shall mean any building, garage, appurtenant structure, or other structure, having four enclosing walls and a roof, built according to and in compliance with all applicable building, zoning, fire, or other codes of the City of Selma, Alabama.

*Automobile graveyard* shall mean any establishment or place of business which is duly licensed and operated in accordance with all applicable laws and/or ordinances of the City of Selma, Alabama, and which is maintained, used, or operated for storing, keeping, buying, or selling of wrecked, ruined, damaged, or dismantled motor vehicles or parts thereof.

*Commercial property* shall mean any lot, tract, parcel, land, or other property located within the City of Selma, Alabama, on which offices, clinics, kennels, shopping, or service property that is located within an area that is zoned or designated for uses other than residential purposes by the City of Selma, Alabama.

*Garbage* shall mean the animal and/or vegetable waste resulting from packaging, handling, preparation, cooking, or consumption of food or food products.

*Inoperable* shall mean incapable of being used for the manufactured designed or intended purpose.

*Inoperable vehicle* shall mean any vehicle that is in a state of disrepair, disassembly, or damage that renders the vehicle inoperable or incapable of being moved under its own power or it may not be legally operated due to lack of legal requirements, including an expired license plate, lack of insurance and lack of proof of ownership.

*Junk* shall mean and include all metals, whether ferrous or non-ferrous, including, but not limited to, any used or second hand parts of machinery; plumbing fixtures, or parts thereof; parts of an automobile, truck, bus, motorcycle, or other motor vehicle; gas or electrical appliances or fixtures, or parts thereof; household hardware; wire; cable; bearings; valves; pipes and pipe-fittings; building materials; wood; or any other used or secondhand metal articles, including motor vehicles.

*Junk and salvage yard* shall mean any premises, establishments or place of business which is duly licensed and operated in accordance with all applicable laws and/or ordinances of the City of Selma, Alabama, and which is maintained, operated, or used for storing, keeping, or dismantling of junk and salvage, but shall not include the place or business or premises of a scrap processor as herein defined.

*Litter* shall mean all waste material that can be or is subject to being blown from place to place or scattered by the elements, including, but not limited to, paper; cardboard; cartons; boxes; plastic; rags; cloths; fibers and fabrics; leather; polyethylene; and polystyrene.

*Motor vehicle* shall mean any vehicle which is self-propelled, and shall include, but is not limited to, automobiles, trucks, buses, vans, motorcycles, motor homes, dune-buggies, tractors, and motorized recreational or agricultural vehicles.

*Non-motorized vehicle* shall mean any vehicle that is not self-propelled, and shall include, but is not limited to, camping trailers, utility trailers, boat trailers, and horse trailers.

*Person* shall mean any individual, owner, title holder, agent, firm, corporation, partnership, association, or organization of any kind. It shall include, but not be limited to, any tenant, lessee, manager, operator, occupant, executor, executrix, administrator, guardian, or other person in charge of, care of, possession of, or control of any real or personal property.

*Premises* shall mean any house, building, together with its land and outbuildings, business, or considered in an official context, building(s), property, site, establishment, office, place, lot, yard, plat, tract, parcel, or other place or land or property located within the City of Selma, Alabama.

*Public property* shall mean any real property, including appurtenances thereon, which is owned, maintained, or controlled by the City of Selma, Alabama, or other county, state, or federal governmental entity, and shall include any street, avenue, road drive, lane, boulevard, alley, highway, park, or other property owned, operated, or controlled by the City of Selma, Alabama or any other public governmental entity for the use, benefit, or enjoyment of the general public.

*Residential property* shall mean any lot, tract, parcel, land, or other property located within the City of Selma, Alabama, on which single or multifamily structures used as a residence or human habitation exist, or any property that is located within an area that is zoned for residential uses by the City of Selma, Alabama.

*Scrap* shall mean any other materials or waste, including, but not limited to old cordage; ropes; rubber; bottles and other glass; tin or aluminum cans; buckets; tree branches; tree limbs' tree stumps; or other waste or refuse not otherwise classified herein as junk, litter, or garbage.

*Scrap metal yard* shall mean any establishment or place of business which is duly licensed and operated in accordance with all applicable laws and/or ordinances of the City of Selma, Alabama, and which is maintained, used, or operated solely for the processing or preparing of scrap metal for re-melting by steel mills and foundries.

*Scrap processor* shall mean any person duly licensed and operating in accordance with applicable laws and/or ordinances of the City of Selma, Alabama, and is engaged primarily in the purchase and collection of scrap metallic (e.g., manufacturing by-products, obsolescent machinery and vehicles) for the specific purpose of processing into scrap materials for the metals recovery industry, such as steel mills, foundries, smelters, and refineries, and having machinery and facilities designed for such processing, and making regular shipments of such materials in the normal course of business.

*Vehicle* shall mean any device in, upon or by which any person or property is or may be transported, carried, or drawn from one place to another, and shall include but is not limited to, motor vehicles, boat trailers, utility trailers, horse trailers, bicycles, carts, tractors, or other devices.  
(Ord. No. O112-03/04, § 2, 4-26-04)

Sec. 13-62. - General—scrap and junk.

Residential property.

It shall be unlawful and in violation of this article for any person to store or keep upon the premises of any residential lot, apartment building or complex, trailer court or other tract of land or lot used for residential purposes, any inoperable vehicle, scrap, or junk, as defined herein, unless the same is housed in an approved, enclosed, covered structure so as not to be viewable from any public way or any other private property in such a manner as to prevent a health, fire, or safety hazard as defined by the laws of the state and the ordinances of the City of Selma, Alabama.

Commercial property.

(a) It shall be unlawful and a violation of this article for any person to store or keep upon commercial property within the City of Selma, Alabama, any inoperable vehicle, scrap, or junk, unless the same is housed in an approved, enclosed, covered structure.

(b) It shall be unlawful and in violation of this article to keep or store upon the premises of any retail store or shop, secondhand store, thrift store, or similar commercial property or establishment, any merchandise, goods, or wares, including but not limited to, gas or electric appliances, parts thereof; plumbing fixtures, or parts thereof; lawn mowers or lawn mower parts; machinery, equipment, implements, utensils, or other items displayed for sale to the general public, unless the same is housed in an approved, enclosed, covered structure, or, is enclosed by a solid, or otherwise non transparent vertical wall or fence that is a minimum of seven (7) feet in height measured from ground level, so as not to be viewable from adjacent public ways or from adjacent residential property, and is stored in such a manner as to prevent any health, safety, or fire hazard.

Exceptions. Excepted from the requirements of paragraph (a) of this section are:

(1) Materials stored and located on the premises of any junk and salvage yard, scrap metal processing yard or automobile graveyard, as defined herein that is duly licensed and operated with all applicable codes and ordinances of the City of Selma, Alabama.

(2) Vehicles being repaired or awaiting repair that are located on the premises of any automobile repair shop, auto body repair shop, or other vehicle repair enterprise that is duly licensed and operated in compliance with all applicable codes and ordinances of the City of Selma, Alabama, provided that vehicles are so located or stored in a manner to prevent health, fire, or safety hazard.

Excepted from the requirements of paragraph (b) of this section are:

(1) Material goods and/or supplies which are normally stored, displayed, or kept outside on the premises of building supply companies, lumber yards, plumbing supply companies, nurseries, and similar commercial establishments so long as same are stored in such a manner as to prevent overgrowth with grass and/or weeds, the harboring of rats, mice, insects, reptiles, and other vermin, so as to prevent any health, fire, or safety hazard.

(2) Merchandise, goods, or supplies that are displayed on the premises of duly licensed retail or commercial establishments for the purpose of temporary special promotional sales, so long as the same are displayed in a manner to prevent any health, fire, or safety hazard while so displayed. Displays under this section shall be permitted only one time per year not to exceed sixty (60) days in any calendar year.

(3) Automobiles, trucks, boats, tractors, agricultural or industrial equipment, lawn and garden equipment, and any other vehicles that are displayed on the premises of establishments that are duly licensed for the sales of such items.

(4) Building materials located on premises where a valid permit is in existence for construction or repairs.

*Enforcement.* In the event a person shall fail or refuse to comply with the foregoing provisions of this section of this article, then a law enforcement officer, code enforcement officer or fire inspector may cause to be served upon such person, in person or by first class mail, written official notice apprising the person of the violation of this article and requiring such person to comply with this article within a time stated in said notice. The law enforcement officer, Code Enforcement Officer or Fire Inspector may declare the scene or item a nuisance and issue a citation to any person who, after written notice has been issued fails or refuses to comply with the provisions of this article. Such citation shall name the party charged, the address where the property in violation is located, and the nature of the offense or violation. It shall also apprise the person of the date, time, and place at which to appear for court. Upon a finding of

guilty in the municipal court of the City of Selma, Alabama, the person is subject to the same penalties as provided for violations of City Ordinances in [Section 1-8](#) and [Section 1-8.1](#), Municipal Code of Ordinances, City of Selma, Alabama. Such citation, returnable to the municipal court of Selma, Alabama, shall be served on said person by the code enforcement officer, who shall forthwith appear and make oath as to the alleged offense before a magistrate of the municipal court. This provision for the issuance of a citation to municipal court shall not prevent any such officer from appearing before the municipal court magistrate and making oath as to the facts and applying for a summons or warrant with respect to any alleged offense, in lieu of issuing a citation.

*Request for extension of time.* Any person receiving written notice of violation of this section, or his duly authorized agent, may within fourteen (14) days following the date of issuance of such notice, enter and request to the law enforcement officer, code enforcement officer, or fire inspector for an extension of the date for compliance. Such request must be in writing and must state the location of the property, the date of the notice of violation of this article. The request must also state the hardship or reason for the request for additional time, and the amount of time that is requested.

(Ord. No. O112-03/04, § 3(3.1), 4-26-04)

Sec. 13-63. - Same—Litter and garbage.

*Litter and garbage.* It shall be unlawful and a violation of this article for any owner, tenant, or person in charge of any residential or commercial property to fail to maintain the property free from litter and garbage as herein defined, unless said litter and garbage is containerized and stored in such a manner as to prevent it from being blown, deposited, or otherwise scattered by the elements, animals, birds, or any other means. Containers and storage practices shall conform to the requirements set forth in section 13-1—13-21 of the City of Selma, Alabama Code of Ordinances.

*Enforcement.* In the event a person shall fail or refuse to comply with the foregoing provisions of this section of this article, then the code enforcement officer may declare the scene or item a nuisance and cause to be served upon such person, by delivery in person or by first class mail, or by posting on the premises in a conspicuous place, an official notice apprising the occupant of the violation of this article and requiring such person to comply with this section within a time stated in said notice.

The code enforcement officer may issue a citation to municipal court of the City of Selma, Alabama, to any person who, after written notice has been issued, fails, or refuses to comply with the provisions of this section. Such citation shall name the party charged, the address of the property where the violation is located, and the nature of the offense or violation. It shall also apprise the person of the date, time, and place at which to appear for court. Upon a finding of guilty in the municipal court, the person is subject to the same penalties as provided for violations of city ordinances in sections [1-8](#) and [1-8.1](#), Municipal Code of Ordinances, City of Selma, Alabama. Such citation, returnable to the municipal court of Selma, Alabama, shall be served on said person by any Law enforcement officer who shall forthwith appear and make oath as to the alleged offense before a magistrate of the municipal court. This provision for the issuance of a citation to municipal court shall not prevent any such officer from appearing before the municipal court magistrate and making oath as to the facts and applying for a summons or warrant with respect to any alleged offense, in lieu of issuing a citation.

(Ord. No. O112-03/04, § 3(3.2), 4-26-04)

Sec. 13-64. - Inoperable motor vehicles on public property.

It shall be unlawful and a violation of this article for any person to abandon, place, leave, store, or park any inoperable motor vehicle owned by or in possession or control of the individual upon any public property in the City of Selma, Alabama, for more than forty-eight (48) hours. Notice to remove such inoperable motor vehicle from the public right-of-way within forty-eight (48) hours shall be placed upon the vehicle or served upon the last known owner of record. If said vehicle is not removed from the public right-of-way by the expiration of such forty-eight (48) hours, the City of Selma, Alabama, may cause said vehicle to be removed and impounded at a depository designated for such purpose. The city shall have a lien upon such vehicle that is impounded. The lien shall be for the amount of the cost of the removal and impoundment plus such reasonable amount as may be charged for storing the vehicle; however, this section shall not apply to vehicles that have been temporarily abandoned by the owner for the purpose of obtaining help or assistance to repair or remove the same.

For the purpose of this article, any motor vehicle located on public property, for more than forty-eight (48) hours, without a current and proper license plate shall be deemed abandoned and improperly stored.

(Ord. No. O112-03/04, § 4(4.1), 4-26-04)

Sec. 13-65. – Non-motorized vehicles on public property.

It shall be unlawful and a violation of this article for any person to abandon, place, leave, store, or park any non-motorized vehicle owned by or in possession or control of him/her upon any public property in the City of Selma, Alabama, for more than forty-eight (48) hours. Notice to remove such non-motorized vehicle from the public right-of-way within forty-eight (48) hours shall be placed upon the vehicle or served upon the owner, if known. If said vehicle is not removed from the public right-of-way by the expiration of such forty-eight (48) hour period, a law enforcement officer may issue a citation to any person who refuses or fails to comply with the provisions of this section of this article, and/or may cause said vehicle to be removed and impounded at a depository designated for such purpose. The city shall have a lien upon any such vehicle that is impounded.

(Ord. No. O112-03/04, § 4(4.2), 4-26-04)

Sec. 13-66. - Due process hearing.

The owner or person entitled to possession of any vehicle which is removed or towed from public property under the provisions of section 4.1 or 4.2 herein, shall be entitled to an immediate due process hearing before the chief of police of the City of Selma, Alabama. The owner or person must file in writing to the chief of police within ten (10) days, their requested appeal. The hearing shall be held by the chief and the chief shall make a final ruling within two (2) days thereafter.

(Ord. No. O112-03/04, § 4(4.3), 4-26-04)

Sec. 13-67. - Duties of owner(s).

It shall be the duty of the owner, or any other person in control of or charge of property located within the City of Selma, Alabama, to maintain said property in compliance with the provisions of this article, free of any inoperable vehicles, junk, scrap, garbage, or litter as herein defined.

(Ord. No. O112-03/04, § 4(4.3), 4-26-04)





# **ATTACHMENT B**

## **Resolution: Delinquent Garbage Fee Vendor Payment Authorization**

**(Office of the City Attorney)**

**City of Selma**  
**2021 Garbage Collection System Re-Engineering Plan**

**RESSOLUTION**  
**RXXX-20/21**

*"Delinquent Garbage Fee Vendor Payment Authorization"*

**WHERE AS,** the Selma City Council approves resolutions and is in control of the finances and property of the City of Selma pursuant to the Code of Alabama, 1975; and

**WHEREAS,** in accordance with Ordinance 13-xxx, the City of Selma, Alabama is authorized to act through its Executive Branch and Administration to honor its contractually obligated responsibility to make payment of delinquent garbage fees to the Contractor/Vendor providing garbage collection and disposal; and

**WHERE AS,** a certified list of individuals and/or business entities has been presented to the City Council for consideration of approval of this Resolution;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Selma, Alabama as follows:

That the Mayor and Department Heads are authorized on behalf of the City of Selma, Alabama to take all appropriate action to make the make delinquent garbage fee vendor payments and to take the necessary action to recover any and all amounts paid in addition recovery of underlying delinquent fees, late fees, processing fees, and lien recording or removal fees where applicable.

**ADOPTD BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA**

**on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Warren W. Young, *President*

ATTEST:

\_\_\_\_\_  
Ivy Harrison, *City Clerk*

\_\_\_\_\_  
James Perkins, Jr, *Mayor*

City of Selma  
2021 Garbage Collection System Re-Engineering Plan

# **ATTACHMENT C**

## **Property Owner Certified Letter**

**(Office of the City Clerk)**



# CITY OF SELMA

## WASTE MANAGEMENT AUTHORITY

### Property Owner Certified Letter Mandatory Garbage Collection and Disposal Fee Ordinance

**BUSINESS NAME**  
**STREET ADDRESS**  
**City, AL 36701**

**Notice:** Sent Via Certified Return Receipt U.S.P.S.

**This Notice of Violation serves as an Official Warning to correct violation(s) before being subject to an Administrative Citation and fine. Failure to take to the corrective action(s) described herein, or if future violation(s) of any type of the Mandatory Recycling Ordinance (ACWMA Ord. 2012-01) and/or Plant Debris Disposal Ban (ACWMA Ord. 2008-01) are discovered, you may be issued an Administrative Citation and fined.**

**Date Warning Issued:** 4/11/2018

**Inspector:** Jane Smith

**Inspection Date:** 4/11/2018

**Address/Location of Violation(s):** 00 STREET ADDRESS, CITY CA ZIP CODE

**Party/Parties Warned:** Property owner or Business located at "Address/location of Violation(s)"

Witness: On or about the date of this notice, I did witness evidence at the Address/Location of Violation(s) which constitutes one or more violations of ACWMAS Ord. 2012-01 and/or 2008-01. The condition(s) Constituting the violation(s), necessary actions to correct the violation, and compliance due date are listed below.

<u>Violation</u>	<u>Violation(s) Observed</u>	<u>Section</u>
	Disposal of Covered Materials <sup>1</sup> - Plant Debris	
	Disposal of covered materials <sup>1</sup> - Recyclables	
	Disposal of Covered Materials <sup>1</sup> - Organics	
	Garbage in recyclables containers	
	Garbage in Organics Container	
	Failure to provide containers and /or collection service <sup>2</sup> for Recyclables	
	Failure to provide containers and/or collection service <sup>2</sup> or Organics	
	Insufficient number and/or size of containers for covered Materials-Recyclables	
	Insufficient number and/or size of containers for covered	

<sup>1</sup> ACWMA Ord. 2012-01 and 2008-01 prohibit the disposal of "Covered Materials". "Covered materials". "Covered materials" that Must be recycled under the Ordinance are cardboard, newspaper, white paper, mixed recyclable paper, recyclable paper, recyclable glass food and beverage containers, metal, (aluminum and steel) food and beverage containers, PET (#1) and HDPE (#2) plastic bottles, discarded food and compostable paper, and plant debris.

<sup>2</sup> Failure to Provide containers and/or collection service for covered materials was determined on the day of inspection and by a review of the service records available. This determination may be in error due to recent or unreported changes in service by yourself or the service provider; please see reverse for instructions.



## CITY OF SELMA

### WASTE MANAGEMENT AUTHORITY

Violation	Actions Required to Correct Violation(s)	Fine if not Correct	Time Period to Correct
	Do not dispose of Covered Materials (Plant Debris) <sup>1</sup> Do not dispose of Covered Materials (Recyclables) <sup>1</sup> in garbage containers Do not dispose of Covered Materials (Organics) <sup>1</sup> garbage containers		
If not corrected before next inspection, the fine that may be imposed is:			1,700.00

<sup>1</sup> A fine of \$100/violation may be assessed for each type of covered Material disposed as evidenced on the date of inspection.

<sup>2</sup> Violations of sections 2012-01S(a) & (b) are assessed as multiple violation for each day not corrected and fined at \$5/day for either no containers or no collection service, or both. These violation are typically linked and corrected by subscribing to service with a provider who supplies both containers and collection services. Future violations could be assessed at a higher fine rate as per the Ordinance.

**A fine is not being assessed at this time. Your business or multifamily property must meet the requirements of the ordinances. Any future violation, of any type, of either ordinance, will result in an Administrative Citation and fine(s). Please take the appropriate actions to correct the violations listed in this notice and prevent future violations from occurring. Routine inspections are conducted to coincide with the regular garbage collection service. Re-inspection of your account could occur with 7-90 days of the date of this notice.**

If this Notice of Violation is for "Failure to provide containers and/or collection service for Recyclables (or organics)." It is possible our records may be out of date or in error. **This is your opportunity to provide information which will demonstrate compliance with the**

**Ordinance:** submit documentation of recycling service to the authority via the online submit Documentation from at [www.RecyclinerulesAC.Org/Dubmit-documentation](http://www.RecyclinerulesAC.Org/Dubmit-documentation) or by fax.

**Documentation** can be an invoice from the service provider showing recycling services were being provide at the can be an invoice from the service provider showing recycling services were being provided at the "Address/Location of violations" on before the date of the inspection, as shown on the front side of this letter.

Documentation that demonstrates educational materials have been provided to tenants, employees and contractors does not need to be submitted at the time but should be kept on file for possible future inspection; include the actual or an electronic version of the materials, the date (s) distributed, and to whom (e.g., tenants, janitorial and maintenance staff, or contractors, etc.). The enclosed flyer contains additional information regarding this letter or to request assistance, please leave a message at the Mandatory recycling Ordinance information line at (501)891-6575 or visit [www.RecyclingRulesAC.org](http://www.RecyclingRulesAC.org).



## CITY OF SELMA

### GARBAGE COLLECTION FEE AFFIDAVIT

This affidavit is provided in accordance with City of Selma Ordinance (000-00/00) Section 0000-Rental Property Declaration Process of the City of Selma, Alabama and certifies that

NAME: PLEASE PRINT

Hereby known as tenant has registered and paid the necessary fees for garbage collection services at

(PROPERTY ADDRESS)

Mailing Address:

Phone #:

Emergency Phone #:

Soc. Security #:

Picture I.D.:

This affidavit is to be submitted to the lessor of said property prior to executing a lease agreement

Property Owner:

Address:

Phone #:

Work Phone #:

Cell Phone#:

**AGREEMENT TO PAY:** The undersigned accepts the fee charged as a lawful debt and promises to pay said fee including the cost of collection, attorney's fees, and court costs if such be necessary, waiving now and forever the right to claim exemption under the constitution and laws of the State of Alabama, or any other state. Insufficient check fee of \$25.00.

Print Name:

Date:

Signature:

#### FOR OFFICE USE ONLY

ACCT #:

DEPOSIT AMOUNT:

**City of Selma**  
**2021 Garbage Collection System Re-Engineering Plan**



# **ATTACHMENT D**

## **Resolution: Notice of Lien Authorization**

**(Office of the City Attorney)**

**RESOLUTION  
RXXX-20/21**

*"Notice of Lien Authorization"*

**WHERE AS**, the Selma City Council approves resolutions and is in control of the finances and property of the City of Selma pursuant to the Code of Alabama, 1975; and

**WHERE AS**, in accordance with Ordinance 13-xxx, the City of Selma, Alabama is authorized to act through its Executive Branch and Administration to take all appropriate action to recover any and all amounts paid in addition to recovery of underlying delinquent fees, late fees, processing fees, including establishing a lien against the real property of defaulting property owners who fail or refuse to make payment of delinquent garbage collection and disposal fees, where applicable; and

**WHERE AS**, a certified list of individuals and/or business entities has been presented to the City Council for consideration of approval of this Resolution;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Selma, Alabama as follows:

That the Mayor and Department Heads are authorized on behalf of the City of Selma, Alabama to take all appropriate action necessary to establish and record a lien against the affected real property and its owner(s) to recover any and all amounts paid by the City of Selma, Alabama in addition to recovery of underlying delinquent fees, late fees, processing fees, and lien recording or removal fees.

**ADOPTD BY THE CITY COUNCIL OF THE CITY OF SELMA, ALABAMA**

**on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Warren W. Young, *President*

ATTEST:

\_\_\_\_\_  
Ivy Harrison, *City Clerk*

\_\_\_\_\_  
James Perkins, Jr, *Mayor*

# **ATTACHMENT E**

## **Garbage Fee Delinquent Bill**

**(Code Enforcement Office/Tax & License Office)**

**City of Selma**

222 Broad Street  
Selma, AL 36701

Phone: 555 555 0125  
E-mail: E-mail address



**Name of the Recipient**

Property Owner

**Company Name**

Street Address  
City, ST ZIP Code

**Demand Letter for Payment**

**Date:** \_\_\_\_\_

**THIS IS AN ATTEMPT TO COLLECT A DEBT FOR PAST DUE**

You currently have an outstanding balance with the City of Selma in the amount of \$\_\_\_\_\_ for MM/DD/YYYY to MM/DD/YYYY.

The outstanding balance is in regard to garbage services for the property located at 1111 Main Street

In order to resolve this matter, we have provided the following payment options:  
(check all that apply)

- ☐ Full Amount: \$ \_\_\_\_\_ due by \_\_\_\_\_ (date)      ☐ Discounted Amount \$ \_\_\_\_\_ if paid by \_\_\_\_\_ (date)
- ☐ Appointment Reminders      ☐ Information Regarding Billing
- ☐ Requests for Customer Satisfaction reviews

If there is no response to this letter, all legal rights shall be explored, including, but not limited to, legal proceedings necessary to recover the debt with State and Federal laws

This demand letter for payment serves as official notice to you and may be tendered in court as evidence of your failure to pay. If legal action is to occur to resolve this matter, it may involve having you pay attorney's fees and may impact your credit history.

We hope to resolve this matter as soon as possible.

# **ATTACHMENT F**

## **Garbage Fee Delinquent Payment Receipt**

**(Tax & License Office)**



Name
Address

PAYMENT DATE

CITY OF SELM

P.O. BOX 450

COLLECTION STATION

SELMA, AL 36702-(

TAX/LIC

(334) 874-2112

RECEIVED FROM

DESCRIPTION

PAYMENT CODE	RECEIPT DESCRIP
MISC	MISCELLANEOUS G/L Account
	Total Cash
	Total Check
	Total Charge
	Total Wire
	Total Other
	Total Remitt
	Change
	Total Receiv

Customer Copy

Page 1 of 1





# **ATTACHMENT G**

## **Garbage Fee Financial Impact Model**

**(Tax & License Office/Finance Office)**

# City of Selma

## 2021 Garbage Collection System Re-Engineering Plan

Property Owner: John Doe  
 Address of Property: 000 Main Street Property Tax Account # 00008765  
 LDI Billing Account Number: 0000 Past Due Amount: \$120.00

January

		Amount	Due date	Date paid	Done
Delinquent Fee Collection	Delinquent Fee :	\$ 120.00	1/21/20xx	1/21/20xx	✓
	Delinquent Late Fee Interest:	\$ 12.00			
	Delinquent Cost Total Fees:	\$ 132.00			
Individual Delinquent Lien Assessment	Property Value: (Principal Amount/Tax Bill)	\$ 704.70			
	Property Lien: (Amount of Lien Placed)	\$ 100.00			
	Processing Property Lien Fees:(Lien Place Fee, Lien Removal Fee, Redemption Fee)	\$ 27.00			
	Delinquent Individual Lien Assessment Total:	\$ 831.70			
Delinquent Fee Grand Total	Delinquent Total:	\$ 132.00			
	Individual Delinquent Lien Assessment Total:	\$ 831.70			
	Delinquent Fee Grand Total:	\$ 963.70			

# City of Selma

## 2021 Garbage Collection System Re-Engineering Plan

CITY OF SELMA, ,  
P. O. BOX 450, SELMA, AL. 36702  
PHONE 334-874-2112

RECEIPT FOR TAX YEAR 2020

TO AVOID PENALTY OR INTEREST  
PAY BEFORE DECEMBER 31.

NOTE:

				ACCOUNT NUMBER		RECEIPT NO.			
ASSESSED VALUE	TOTAL TAXES STATE/COUNTY	HOMESTEAD EXEMPTION VALUE S-STATE C-COUNTY		NET TAXES STATE/COUNTY	DISTRICT SCHOOL TAX	MUNICIPAL TAX	FOREST TAX	ASSESSOR FEE	
26100	0.00 0.00	0 0	0.00 0.00	0.00 0.00			0.00	0.00	
								704.70	
								FIRE	0.00
								VFD	0.00
								EXCESS CLEAN FEE	0.00 0.00
<b>OWNER NAME AND ADDRESS</b>								<b>TOTAL TAXES</b>	
								SALE	0.00
								INTEREST	0.00
								DELQ. FEE	0.00
								CITATION	0.00
								ADVERTISING	0.00
								COURT FEE	0.00
<b>GRAND TOTAL</b>									
<b>PRINTED:</b>								<b>PAY BY CHECK OR MONEY ORDER - TAX DUE OCT. 1 DELINQUENT JAN. 1</b>	
DATE PAID	TELLER NO.					PAID BY:			
		CHECK	CASH			MONEY ORDER			

**City of Selma**  
**2021 Garbage Collection System Re-Engineering Plan**